

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.

SUITE 301
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

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DEC 27 '05

4-08 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

December 27, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption Agreement, dated as of December 16 2005, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Seller: General Electric Railcar Services Corporation
161 North Clark Street
Chicago, Illinois 60601

Buyer: The Andersons, Inc.
480 West Dussel Drive
Maumee, Ohio 43537

Mr. Vernon A. Williams
December 27, 2005
Page 2

A description of the railroad equipment covered by the enclosed document is:

102 railcars within the series DME 10675 - DME 511548 as more particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/anm
Enclosures

DEC 27 '05

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ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 16, 2005 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and The Andersons, Inc., an Ohio corporation (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of December 16, 2005 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations under the Operative Agreements. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the Seller under the Operative Agreements.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: the bill of sale in the form of Exhibit I hereto.

Closing Date: the date of the Bill of Sale.

Equipment: the units of equipment listed on Schedule 1 hereto.

Lease: Rider No. 10 to Car Leasing Agreement No. 1711-83, dated as of November 1, 2005, between Seller and Lessee.

Lessee: Dakota, Minnesota & Eastern Railroad Corporation.

Master Lease: Car Leasing Agreement 1711-83, dated as of March 11, 1993, between Lessee and Seller as successor in interest to General Electric Railcar Leasing Services Corporation.

Operative Agreements: together, the Lease and, to the extent incorporated by reference into the Lease, the Master Lease.

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

10. **Entire Agreement.** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: _____
Name: _____
Title: _____

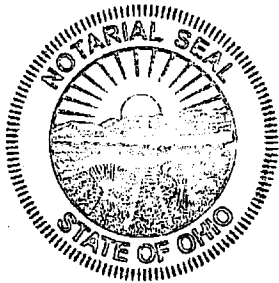
THE ANDERSONS, INC.

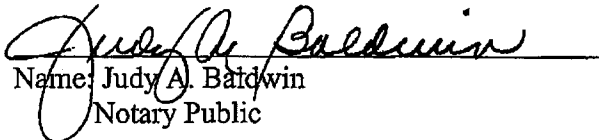
By: Gary Smith
Name: Gary Smith
Title: Vice President, Finance and Treasurer

State of Ohio)
)
County of Lucas)

On this, the 16th day December, 2005, before me, a Notary Public in and for said County and State, personally appeared Gary Smith, a Vice President, Finance and Treasurer of The Andersons, Inc., who acknowledged himself to be a duly authorized officer of The Andersons, Inc., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



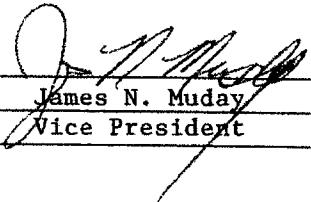

Name: Judy A. Baldwin
Notary Public

My Commission Expires: 02/01/2010
Residing in: Wood County

JUDY A. BALDWIN
Notary Public, State of Ohio
Commission Expires 2/1/2010

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: 
Name: James N. Muday
Title: Vice President

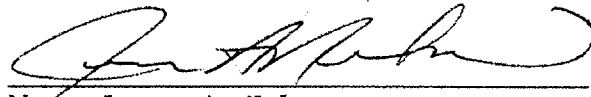
THE ANDERSONS, INC.

By: _____
Name: _____
Title: _____

State of ILLINOIS)
)
County of COOK)

On this, the 16th day of December, 2005, before me, a Notary Public in and for said County and State, personally appeared James N. Muday, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Name: Jeanne A. Nelson

Notary Public

My Commission Expires: 02/20/06

Residing in: Cook County

EXHIBIT I

FORM OF BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to The Andersons, Inc. ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of December 16, 2005, between Seller and Buyer, and the Assignment and Assumption Agreement, dated December 16, 2005, between Seller and Buyer.

General Electric Railcar Services Corporation

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1

(List of Equipment)

| <u>Unit Count</u> | <u>Lessee</u> | <u>AAR Reporting Mark</u> |
|-----------------------|--|-------------------------------|
| 1 | Dakota, Minnesota & Eastern Railroad Corporation | DME 10675 |
| 2 | Dakota, Minnesota & Eastern Railroad Corporation | DME 10677 |
| 3 | Dakota, Minnesota & Eastern Railroad Corporation | DME 10678 |
| 4 | Dakota, Minnesota & Eastern Railroad Corporation | DME 10679 |
| 5 | Dakota, Minnesota & Eastern Railroad Corporation | DME 10685 |
| 6 | Dakota, Minnesota & Eastern Railroad Corporation | DME 10690 |
| 7 | Dakota, Minnesota & Eastern Railroad Corporation | DME 10691 |
| 8 | Dakota, Minnesota & Eastern Railroad Corporation | DME 12113 |
| 9 | Dakota, Minnesota & Eastern Railroad Corporation | DME 12118 |
| 10 | Dakota, Minnesota & Eastern Railroad Corporation | DME 12123 |
| 11 | Dakota, Minnesota & Eastern Railroad Corporation | DME 12202 |
| 12 | Dakota, Minnesota & Eastern Railroad Corporation | DME 63331 |
| 13 | Dakota, Minnesota & Eastern Railroad Corporation | DME 63430 |
| 14 | Dakota, Minnesota & Eastern Railroad Corporation | DME 63465 |
| 15 | Dakota, Minnesota & Eastern Railroad Corporation | DME 63650 |
| 16 | Dakota, Minnesota & Eastern Railroad Corporation | DME 64037 |
| 17 | Dakota, Minnesota & Eastern Railroad Corporation | DME 64157 |
| 18 | Dakota, Minnesota & Eastern Railroad Corporation | DME 65003 |
| 19 | Dakota, Minnesota & Eastern Railroad Corporation | DME 466822 |
| 20 | Dakota, Minnesota & Eastern Railroad Corporation | DME 466853 |
| 21 | Dakota, Minnesota & Eastern Railroad Corporation | DME 466919 |
| 22 | Dakota, Minnesota & Eastern Railroad Corporation | DME 477562 |
| 23 | Dakota, Minnesota & Eastern Railroad Corporation | DME 477589 |
| 24 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481022 |
| 25 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481093 |
| 26 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481109 |
| 27 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481135 |
| 28 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481221 |
| 29 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481236 |
| 30 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481242 |
| 31 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481245 |
| 32 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481776 |
| 33 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481793 |
| 34 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481798 |
| 35 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481800 |
| 36 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481805 |
| 37 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481810 |
| 38 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481813 |
| 39 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481819 |
| 40 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481821 |
| 41 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481843 |
| 42 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481857 |
| 43 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481867 |
| 44 | Dakota, Minnesota & Eastern Railroad Corporation | DME 481868 |
| 45 | Dakota, Minnesota & Eastern Railroad Corporation | DME 482054 |

| | | | |
|----|--|-----|--------|
| 46 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 482076 |
| 47 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 482096 |
| 48 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 482124 |
| 49 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 482650 |
| 50 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 483238 |
| 51 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 483486 |
| 52 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 483541 |
| 53 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 483629 |
| 54 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 484010 |
| 55 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 484498 |
| 56 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 485051 |
| 57 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 485534 |
| 58 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 486545 |
| 59 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 487175 |
| 60 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 487315 |
| 61 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 487345 |
| 62 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 487373 |
| 63 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 487444 |
| 64 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 487494 |
| 65 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 487545 |
| 66 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 487556 |
| 67 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 487646 |
| 68 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 487871 |
| 69 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 487884 |
| 70 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 487894 |
| 71 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 488301 |
| 72 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 488413 |
| 73 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 488422 |
| 74 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 488480 |
| 75 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 488508 |
| 76 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 488559 |
| 77 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 488575 |
| 78 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 488603 |
| 79 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 488674 |
| 80 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 488793 |
| 81 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 489328 |
| 82 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 489410 |
| 83 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 489436 |
| 84 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 489819 |
| 85 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 490002 |
| 86 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 490017 |
| 87 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 490031 |
| 88 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 490034 |
| 89 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 490044 |
| 90 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 490045 |
| 91 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 490055 |
| 92 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 490077 |
| 93 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 490085 |
| 94 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 500005 |
| 95 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 500166 |

| | | | |
|-----|--|-----|--------|
| 96 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 500416 |
| 97 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 500469 |
| 98 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 500507 |
| 99 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 500520 |
| 100 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 510719 |
| 101 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 510723 |
| 102 | Dakota, Minnesota & Eastern Railroad Corporation | DME | 511548 |